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9 Attorneys for Defendant/Cross-Claimant/Third-Party Plaintiff
10 LIBERTY SURPLUS INSURANCE CORPORATION

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 THE AMERICAN INSURANCE
14 COMPANY,

15 Plaintiff,

16 v.

17 LIBERTY SURPLUS INSURANCE
18 CORPORATION; GREENWICH
INSURANCE COMPANY,

19 Defendants.

No. 5:11-CV-03159-LHK

*Case assigned to the San Jose Courthouse
Courtroom 8, Honorable Lucy H. Koh*

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21 STIPULATION DISMISSING
LIBERTY SURPLUS INSURANCE
CORPORATION'S THIRD-PARTY
COMPLAINT AND ADMIRAL
INSURANCE COMPANY'S
COUNTER-CLAIM AND CROSS-
CLAIM WITHOUT PREJUDICE

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AND
ORDER DISMISSING THIRD-PARTY
COMPLAINT, COUNTER CLAIM
AND CROSS-CLAIM WITHOUT
PREJUDICE

AND RELATED CROSS-ACTIONS.

1 IT IS HEREBY STIPULATED by and between third-party plaintiff Liberty Surplus
 2 Insurance Corporation (“Liberty Surplus”) and third-party defendants Travelers Property
 3 Casualty Company of America (“Travelers”), Admiral Insurance Company (“Admiral”),
 4 Financial Pacific Insurance Company (“Financial Pacific”), American Safety Indemnity
 5 Company (“American Safety”), First Mercury Insurance Company (“First Mercury”), and
 6 Zurich American Insurance Company (“Zurich American) as follows:

7 1. Liberty Surplus shall dismiss its third-party complaint against third party
 8 defendants Travelers, Admiral, Financial Pacific, American Safety, First Mercury and Zurich
 9 American (collectively “third party defendants”), without prejudice, each party to bear its own
 10 costs.

11 2. The statute of limitations is tolled for all Liberty Surplus’ claims against third
 12 party defendants through and including January 2, 2013 but does not toll any claims that may
 13 already be time barred.

14 3. Liberty Surplus may re-serve any third-party defendant by giving written notice
 15 by mail to third-party defendant’s current attorney, that an answer is required to Liberty Surplus’
 16 current third-party complaint. LSIC need not re-file its current third party complaint. Third-
 17 party defendants shall answer the third party complaint within twenty (20) days of such written
 18 notice, but in lieu of an answer, may give notice that it is adopting its current answer.

19 4. Admiral shall dismiss its counter-claim and cross-claim against Liberty Surplus
 20 and Greenwich Insurance Company (collectively “counter-defendants”) and against cross-
 21 defendants American Safety, Financial Pacific, Zurich American, Travelers, and First Mercury
 22 (collectively “cross-defendants”) and cross-defendant Ironshore Specialty Insurance Company
 23 without prejudice, each party to bear its own costs.

24 5. The statute of limitations is tolled for all Admiral’s claims against counter-
 25 defendants and cross-defendants through and including January 2, 2013 but does not toll any
 26 claims that may already be time barred.

27 6. Admiral may re-serve any counter-defendant and/or cross-defendant by giving

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1 written notice by mail to the counter-defendant's and/or counter-defendant's current attorney,
2 that an answer is required to Admiral's current counter-claim and cross-claim. Admiral need not
3 re-file its current counter-claim and cross-claim. Counter-defendants and cross-defendants shall
4 answer the Admiral counter-claim and cross-claim within twenty (20) days of such written
5 notice, but in lieu of an answer, may give notice that it is adopting its current answer.

6 7. Each party that is re-served shall either serve a Rule 26 Disclosure or give notice
7 it is adopting its heretofore served Rule 26 Disclosure and documents.

8 8. As to Zurich American, which has not made a Rule 26 Disclosure and produced
9 copies of its policies and of its coverage position letter (if any), the dismissal shall be effective
10 upon service on all parties of its Rule 26 Disclosure, production of its policies and of its
11 coverage position letter (if any).

12 9. As to Travelers, which made its Rule 26 Disclosure but has not produced copies
13 of its policies or of its coverage position letter (if any), the dismissal shall be effective upon
14 production of its policies and of its coverage position letter (if any) to all parties.

15 IT IS SO STIPULATED.

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17 DATED: April 11, 2012

BURNHAM BROWN



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LIBERTY SURPLUS INSURANCE
CORPORATION

22 DATED: April 13, 2012

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1 DATED: April 13, 2012

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5 GREENWICH INSURANCE COMPANY

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7 **ORDER DISMISSING THIRD-PARTY COMPLAINT,
COUNTER CLAIM AND CROSS-CLAIM WITHOUT PREJUDICE**

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9 IT IS SO ORDERED.

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11 DATED: April 17, 2012

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Hon. LUCY H. KOH
U.S. District Court Judge

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